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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92048879
Party	Plaintiff NOR-CAL BEVERAGE CO., INC.
Correspondence Address	R. MICHAEL WEST THE LAW OFFICES OF R. MICHAEL WEST 1922 21st STREET SACRAMENTO, CA 95811 UNITED STATES mwest@saciplaw.com
Submission	Other Motions/Papers
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Signature	/R. Michael West/
Date	12/23/2008
Attachments	92048879_Stip_Protective_Order.pdf (6 pages)(73378 bytes)

IN THE UNITED STATES TRADEMARK OFFICE

BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Petitioner And Counterclaim Defendant,

Cancellation No. 92048879

STIPULATED PROTECTIVE ORDER

Respondent And Counterclaim Plaintiff

IT IS HEREBY STIPULATED AND AGREED by and between Petitioner and

THE PARTIES FURTHER AGREE AND ACKNOWLEDGE that the Rules of Practice

1. Any documents, answers to interrogatories, answers to deposition questions, responses

designated and marked, in whole or in part, "Confidential" by counsel for the party producing such Material at the time of production thereof. To the extent that such Material is so marked "Confidential", such Material together with any copies of such Material, abstracts, summaries or information derived therefrom and any notes or other record regarding the contents thereof, it is hereinafter referred to as "Confidential Material". It is expressly understood and acknowledged that no Material shall be marked as "Confidential", unless the designating party and its/her attorney believe in good faith that the Material constitutes or includes Trade Secrets under California law, or that the Material constitutes or includes confidential and proprietary business information, the disclosure of which to the other party and/or to the public causes or would likely cause it/her economic harm or damage.

2. Counsel for the recipient party may disclose Confidential Material only to "Qualified Persons" as defined in paragraph 3 who by this Stipulation agree, or pursuant to paragraph 4 shall be required to agree, to maintain such information in confidence and who have need for such information to assist in the preparation and trial of this case and only for the purpose of said preparation and trial; said Qualified Persons shall not disclose Confidential Material to any other person and shall not use such information for any purpose other than the preparation and trial of this case.

3. As herein used, the term "Qualified Persons" means:

(a) The following outside counsel for the parties to this case, including said outside counsel's associate attorneys and stenographic and clerical employees:

- (i) For Petitioner: R. Michael West
- (ii) For Respondent: Barry F. Soalt

(b) Subject to signing secrecy agreements pursuant to paragraph 4, other persons (exclusive of officers, principals, employees, agents, or consultants of Petitioner and Respondent and officers, employees, agents or consultants of any other person, firm or corporation engaged in the manufacture, distribution or sale of the types of goods to which this proceeding relates) requested by counsel to furnish expert technical or economic services or to give testimony with respect to the subject matter of Confidential Material for purposes of this case.

4. Counsel in possession of Confidential Material received from the other party shall notify counsel for that party of the name of any person to whom disclosure of such Confidential Material is made pursuant to subsection (b) of paragraph 3 of this Stipulation. Each person designated in paragraph 3(b) shall, in turn, hold such Confidential Material in confidence, shall not use it for any purpose other than the purposes of this case, and, prior to disclosure to such person of such Confidential Material, shall be required to sign a declaration and acknowledgment of confidentiality in the form as follows:

"The undersigned has read the STIPULATED PROTECTIVE ORDER entered into between NOR-CAL BEVERAGE CO., INC. and IRENE J. ORTEGA, dba GOGIRL ACTIVEWEAR, dated _____, 2008, and agrees: (1) that he/she shall fully abide by the terms thereof; (2) that he/she shall not disclose the Confidential Material to or discuss the Confidential Material with any person who is not authorized pursuant to the terms of said Order to receive the disclosure thereof and who has not signed an affidavit of confidentiality as therein provided; and (3) that he/she shall not use such Confidential Material for any purpose other than for the purposes of this case."

A copy of each signed declaration and acknowledgment shall be furnished to the other party within ten (10) days after execution thereof.

5. In the event that the recipient party disagrees with the designation and marking by any producing party of any material as "Confidential", then the parties shall try first to resolve such dispute on an informal basis before presenting the dispute to the Trademark Trial and Appeal Board by motion, or otherwise.

6. The subject matter of any deposition given by any present or former officer, principal, employee, agent or consultant of a party and the original and all copies of the transcript of any such deposition shall be deemed to come within the term "Confidential Material" referred to in paragraph 1 of this Stipulation for a period ending ten (10) days after the transcript becomes available to counsel. On or before the tenth day after any such transcript becomes available to counsel, such transcript may be designated and marked, in whole or in part, "Confidential" by the party whose present or former officer, employee, agent or consultant gave such deposition, and the portions of the transcript of the deposition so marked shall be subject to the provisions of this Stipulation.

7. Where only a part of material furnished or produced by a party or a part of the transcript of any deposition given by any present or former officer, employee, agent or consultant of a party is Confidential Material, counsel for the party receiving such material or transcript shall delete therefrom Confidential Material before disclosing such material or transcript to any person other than Qualified Persons designated in paragraph 3.

8. Deletions made from any material or transcript in accordance with the terms of this Stipulation shall not affect the admissibility of any such material or transcript in evidence in this action.

9. If any Confidential Material is summarized, discussed or quoted from at any deposition, hearing, or at the trial of this action, all persons other than those otherwise permitted disclosure hereunder and outside counsel and Board personnel, shall be excluded from such portion of the deposition, hearing or trial. Any transcripts, exhibits or documents which are filed with the Board and which comprise, embody, summarize, discuss or quote from Confidential Material shall be sealed from public access unless and until the parties agree or the Board orders otherwise.

10. Notwithstanding any of the foregoing, material need not be treated by the recipient party as Confidential Material if it is previously known, or becomes known, to the recipient party from a source other than the producing party having a bona fide right to make such disclosure or if it becomes a matter of public record through no fault of the recipient party.

11. After this action is finally completed, including all appeals, counsel for all parties shall within three (3) months thereof return all Confidential Material to the producing party.

12. This Stipulation may be amended without leave of Board by the agreement of counsel for the parties in the form of a stipulation that shall be filed in this case.

13. In an effort to facilitate discovery and compliance with existing deadlines and scheduling existing in this case, this Stipulation shall become effective and binding upon the parties and their attorneys immediately upon complete signing thereof by the parties and their attorneys, although it will subsequently be forwarded to the Board for review and entry as an Order.

14. This Stipulation shall not preclude the parties or their attorneys from making any applicable claims of privilege during discovery or at trial. Nor shall this Stipulation preclude the filing of any motion with the Board for relief from a particular provision of this Stipulation or for additional protections not provided by this Stipulation.

NOR-CAL BEVERAGE CO., INC.

IRENE J. ORTEGA, dba GOGIRL ACTIVEWEAR

Petitioner

Respondent

By: *Gordon Guzman*

Gordon Guzman

By: *Irene J. Ortega*

Irene J. Ortega, an individual

Title: Manager of Contract Sales

Dated: 12-23-08

Dated: 12/15/08

Attorney For Petitioner:
Law Offices Of R. Michael West

Attorneys For Respondent:
Procopia Cory Hargreaves & Savitch LLP

By: *R. Michael West*

R. Michael West

By: *Barry F. South*

Barry F. South

Dated: 12/23/08

Dated: 12/15/08

BY ORDER OF THE BOARD.

Dated: _____